

PRESSURE TESTING AGREEMENT

THIS PRESSURE TESTING AGREEMENT ("Agreement") is made as of January 18, 2005 by and between The Peoples Gas Light and Coke Co., an Illinois corporation ("Peoples Gas") and Recycling Systems, Inc. an Illinois corporation ("RSI") under the following circumstances:

WHEREAS, RSI has requested Peoples Gas to provide natural gas service to it at 3152 S. California, Chicago, IL ("Premises");

WHEREAS, Peoples Gas has installed the necessary company pipe and appurtenances to provide service ("Peoples Gas Equipment");

WHEREAS, RSI has installed approximately 2,400 feet of its own pipe ("Customer Pipe") to carry the natural gas from the Peoples Gas Equipment to RSI's facility;

WHEREAS, United States Department of Transportation ("DOT") regulations require either RSI to provide documentation to Peoples Gas showing that it properly tested its Customer Piping or Peoples Gas to test RSI's Customer Piping before sending gas through the Customer Piping; and

WHEREAS, RSI provided Peoples Gas documentation that it tested its Customer Pipe but the parties desire that Peoples Gas perform another pressure test (the "Pressure Test") to assure compliance with Peoples Gas' procedures and standards and DOT regulations.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, the parties agree as follows:

1. Peoples Gas will perform the Pressure Test at its expense in conformance with its standard procedures at times mutually agreeable to the parties.
2. RSI will cooperate with Peoples Gas' representatives and provide Peoples Gas access to the Premises to perform the Pressure Test.
3. Peoples Gas will provide RSI the results upon completion of the Pressure Test.
4. If the Pressure Test meets DOT and Peoples Gas standards, Peoples Gas will connect the Peoples Gas Equipment to the Customer Piping and commence service to RSI. If the Customer Pipe does not meet the Pressure Test requirements RSI will take whatever steps are necessary to modify the Customer Piping and be responsible for any additional testing required to certify that the Customer Piping meets Peoples Gas and DOT standards.
5. To the maximum extent allowed under law, RSI releases and indemnifies Peoples Gas and its directors, officers, employees, agents or contractors and its and their successors and assigns (hereinafter, "Peoples' Indemnitees") from and against all loss, cost, liability and expense (including attorneys' fees and costs), including losses from personal injury or damage to property, resulting from or in any way connected with

OFFICIAL FILE

I.C.C. DOCKET NO. 04-614

Joint Exhibit No. 57

Witness _____

Date 6-17-05 Reporter J.Y.

JOINTLY STIPULATED
EXHIBIT 000057

the Pressure Test.

6. This Agreement constitutes the entire agreement of the parties with respect to the Pressure Test. No promise or obligation not set forth herein shall be valid or binding. Each party expressly represents to the other that no promises, representations, inducements, or agreements of any sort whatsoever, not reflected herein, have been made by any party to this Agreement, their agents, or their respective attorneys.

7. Both parties expressly represent to the other that they have had benefit of independent counsel of their own choosing and that they have carefully read this Agreement, and reviewed it with counsel, and understand each provision thereof. RSI further represents to the Peoples Gas that it understands that this Agreement includes enforceable releases and indemnities.

8. Both parties to this Agreement recognize that they are bound by all applicable laws, including, e.g., statutes and case law of the United States and State of Illinois and orders of courts. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. Peoples Gas and RSI each hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in Chicago, Illinois with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. The parties hereto further agree that should any suit, claim or action founded upon such controversies be brought in any other venue, it shall be transferred or dismissed upon motion of any party.

9. The parties agree that, should suit be filed to enforce any obligation created by this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees in addition to any other remedy allowed.

10. This Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

RECYCLING SERVICES, INC.

THE PEOPLES GAS LIGHT AND COKE CO.

By: _____

By: Gerard T. Fox

Name: _____

Name: Gerard T. Fox

Title: _____

Title: Vice President